

adjusted. If Farrower and Finishers create an alternate blemish schedule, Farrower shall promptly provide Cargill with a copy of said alternate blemish schedule.

8. Disputed Invoices. In the event there is a bona fide dispute between Farrower and Finisher over the amount due for weaner pigs delivered hereunder, Farrower acknowledges that Finisher may pay the undisputed amount, and the parties will attempt to amicably resolve their dispute.

9. Pig.Net Subscription Fee. Subject to Section 11 hereinbelow, Farrower shall pay Cargill a subscription fee equal to \$1.00 per weaner pig for all weaner pigs sold to Pig.Net Alliance members. Payment of the subscription fee shall be on a monthly basis.

10. Farrower's Lien to Weaner Pigs. Farrower shall retain a purchase money security interest in any weaner pigs sold hereunder, to secure payment of any amounts Finisher may owe Farrower. Upon Finisher's request, or the request of Finisher's purchaser, Farrower agrees to sign appropriate lien releases if Finisher has properly paid for said weaner pigs.

11. Purchase of Cargill Approved Feed. Cargill agrees to waive the subscription fee provided for in Section 9 hereinabove for any month if Farrower utilizes only Cargill animal nutrition products for all swine at Farrower's Facility. Farrower may purchase Pig.Net™ complete feed products or Farrower may purchase Pig.Net™ premixes or concentrates and grind or toll mill Farrower's own feed.

12. Coordination with Ancillary Documents. Concurrent with entering into this Agreement, Finishers are entering into a Pig.Net Price Risk Agreement for Finishing Operations, substantially in the form as attached Exhibit D (the "Finisher Pig.Net Agreement"). Farrower agrees to sell weaner pigs to Finishers pursuant to the term of this Agreement and the Finisher Pig.Net Agreement. Farrower agrees to be bound by the term of the Finisher Pig.Net Agreement, as though Farrower were a party to said Agreement even if Farrower has not signed said Agreement. At Cargill's request, Farrower shall execute each of the Finisher Pig.Net Agreements, confirming Farrower's intent to be bound by the terms of said Agreement. Farrower shall be considered a third party beneficiary of each Finisher Pig.Net Finisher Agreement, and Finishers shall be considered third party beneficiaries of this Agreement.

13. Replacement of Authorized Finishers. In the event that any Finisher listed in attached Exhibit A (or their replacements) is unable or unwilling to perform as contemplated hereunder, Cargill shall be entitled to provide Farrower with a replacement Finisher to accept Farrower's weaner pigs hereunder. If Cargill is unable to find an acceptable replacement Finisher within one hundred twenty (120) days, Farrower's sole remedy shall be that Farrower shall be relieved from delivering the displaced Finisher's share of weaner pigs,